

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS, INC.,

Plaintiff,

v.

PACIFIC DELIVERY SERVICE, INC., a  
Washington corporation,

Defendant.

No.

**COMPLAINT TO COLLECT  
TRUST FUNDS**

I.

Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Western Conference of Teamsters Pension Trust Fund, the Washington Teamsters Welfare Trust Fund and the Retirees Welfare Trust Fund (hereinafter "Trusts").

II.

The Western Conference of Teamsters Pension Trust Fund, the Washington Teamsters Welfare Trust Fund and the Retirees Welfare Trust Fund are unincorporated associations operating as Trust Funds pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, to provide retirement and medical benefits to eligible participants.

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III.

This Court has jurisdiction over the subject matter of this action under Section 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act, 29 U.S.C. §185(a).

IV.

Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), because the plaintiff trust funds are administered in this District.

V.

Defendant is a Washington corporation.

VI.

Defendant is bound to a collective bargaining agreement with Local 174 of the International Brotherhood of Teamsters (hereinafter "Local"), under which the Defendant is required to promptly and fully report for and pay monthly contributions to the Trusts at specific rates for each hour of compensation (including vacations, holidays, overtime and sick leave) the Defendant pays to its employees who are members of the bargaining unit represented by the Local. Such bargaining unit members are any of the Defendant's part-time or full-time employees who perform any work task covered by the Defendant's collective bargaining agreements with the Local, whether or not those employees ever actually join the Local.

VII.

Defendant accepted the Plaintiff's Trusts' Trust Agreements and Declarations and agreed to pay liquidated damages equal to twenty percent (20%) of all delinquent and

1 delinquently paid contributions due to the Trusts, together with interest accruing upon such  
 2 delinquent contributions at varying annual rates from the first day of delinquency until fully  
 3 paid, as well as attorney's fees and costs the Trusts incur in connection with the Defendant's  
 4 unpaid obligations.

### 6 VIII.

7 Account No. 404924 (Western Conference of Teamsters Pension Trust Fund): For the  
 8 employment period January 2011, February 2011, May 2011 through January 2012, and  
 9 March 2012 through July 2012, Defendant has failed to promptly report for and pay to the  
 10 Plaintiff's Trust all amounts due as described above, and only Defendant's records contain the  
 11 detailed information necessary to an accurate determination of the extent of the Defendant's  
 12 unpaid obligations to the Trust.

13 Account No. 126393 (Washington Teamsters Welfare Trust Fund and Retirees  
 14 Welfare Trust Fund): For the employment period January 2011, April 2011, August 2011  
 15 through January 2012 and March 2012 through July 2012, Defendant has failed to promptly  
 16 report for and pay to the Plaintiff's Trusts all amounts due as described above, and only  
 17 Defendant's records contain the detailed information necessary to an accurate determination  
 18 of the extent of the Defendant's unpaid obligations to the Trusts.

19 WHEREFORE, the Plaintiff prays to the Court as follows:

20 1. That Defendant be compelled to render a monthly accounting to the Plaintiff's  
 21 attorneys and set forth in it the names and respective social security numbers of each of the  
 22 Defendant's employees who are members of the bargaining unit represented by the Local,  
 23 together with the total monthly hours for which the Defendant compensated each of them, for  
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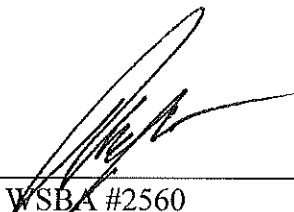
1 the employment period January 2011, February 2011, May 2011 through January 2012, and  
2 March 2012 through July 2012 for Account No. 404924 and for the employment period  
3 January 2011, April 2011, August 2011 through January 2012 and March 2012 through July  
4 2012, and for whatever amounts may thereafter accrue;

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6 2. That it be granted judgment against Defendant for:

- 7 a. All delinquent contributions due to the Trusts;
- 8 b. All liquidated damages and pre-judgment interest due to the Trusts;
- 9 c. All attorney's fees and costs incurred by the Trusts in connection with  
10 the Defendant's unpaid obligation; and
- 11 d. Such other and further relief as the Court may deem just and equitable.
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13 Respectfully submitted,

14 REID, PEDERSEN, McCARTHY & BALLEW,  
15 L.L.P.

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19 Russell J. Reid, WSBA #2560  
20 Attorney for Plaintiff  
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